

**CHURCHILLS OF  
ROCHESTER HILLS, LLC**

Community Development Application

**CHURCHILLS OF  
ROCHESTER HILLS, LLC**  
Application Attachments



Department of Planning and Economic Development  
 1000 Rochester Hills Dr.  
 Rochester Hills, MI 48309  
 (248) 656-4660

## Development Application

### Project Information

Name <b>Churchills of Rochester Hills, LLC</b>		
Description of Proposed Project and Use(s) Applicant is proposing to operate one (1) retail establishment. Additionally, the applicant is proposing to serve food (in compliance with all required Health Codes and Permits). Furthermore, applicant is proposing to operate one (1) accessory bar serving beer, liquor, and wine per approval of Conditional Land Use.		
Review Type (as defined in Section 138-2.200 & 138-7.100 of the City's <a href="#">Zoning Ordinance</a> )		
<b>Site Plan:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> <b>Other</b> (please describe):	<b>Sketch Plan:</b> <input type="checkbox"/> Administrative Review <input type="checkbox"/> PC Review	<b>PUD</b> <input type="checkbox"/> Concept Review <input type="checkbox"/> Final Review
Conditional Land Use (as indicated in Section 138-4.300 of the City's <a href="#">Zoning Ordinance</a> ) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
*Be advised any applications for on-premises alcohol sales must also submit a <a href="#">Liquor Application</a> to the City Clerk's office.		

### Property Information

Street Address <b>2596 S Rochester Road</b>	
Parcel Identification Number <b>1527477060</b>	Property Dimensions Width at Road Frontage: <b>473ft</b> Depth: <b>233ft</b>
Land Area (acres) <b>3.06</b>	# of Lots/Units (if applicable) <b>13</b>
Current Use(s) <b>Commercial Shopping Plaza</b>	Current Zoning <b>Commercial</b>
Wetland Use Permit Required	
<input type="checkbox"/> Yes, there are MDEQ regulated wetlands on the property <input type="checkbox"/> Unsure, a boundary determination is needed <input type="checkbox"/> Yes, there are City regulated wetlands on the property <input checked="" type="checkbox"/> No, there are <b>NO</b> regulated wetlands on the property	
Tree Removal Permit Required	
<input type="checkbox"/> Yes, there are regulated trees on the property <input checked="" type="checkbox"/> No, there are <b>NO</b> regulated trees on the property	
Steep Slope Permit Required	
<input type="checkbox"/> Yes, there are regulated slopes on the property located within 200 feet of a watercourse <input checked="" type="checkbox"/> No, there are <b>NO</b> regulated slopes on the property <input type="checkbox"/> Yes, there are regulated slopes on the property <b>NOT</b> located within 200 feet of a watercourse	



Department of Planning and Economic Development  
(248) 656-4660

## Development Application

### Applicant Information

Name Churchill s of Rochester Hills, LLC		
Address 1100 W Maple Road		
City Troy	State MI	Zip 48084
Phone (248)647-9999	Email paulweisberger@wildbillstobacco.com	
Applicant's Legal Interest in Property Tenant		

### Property Owner Information Check here if same as above

Name Rochester Wabash, LLC		
Address P.O. Box 1207		
City Walled Lake	State MI	Zip 48390
Phone (248)730-1800	Email ralph@afprop.com	

### Applicant's/Property Owner's Signature

I (we) do certify that all information contained in this application, accompanying plans and attachments are complete and accurate to the best of my (our) knowledge.

I (we) understand that if it is determined that the application is not complete, the City shall immediately identify in writing what is needed to make the application complete.

I (we) authorize the employees and representatives of the City of Rochester Hills to enter and conduct an investigation of the above referenced property.

Applicant's Signature <i>Moz. Samara</i>	Applicant's Printed Name Moz. Samara (on behalf of the entity)	Date 6/17/2024
Property Owner's Signature <i>Ralph Farano</i>	Property Owner's Printed Name Ralph Farano	Date 6-18-2024

### OFFICE USE ONLY

Date Filed	File #	Escrow #



For additional information, please refer to the [Zoning Ordinance](#).

1. **Completed Applications.** Complete applications include the following:
  - a. Site Plan, including all the following applicable components: engineering, photometric, wetland, tree survey, landscape & storm water management
  - b. Floor Plans and Elevations, including colored renderings of the elevations (*if applicable*)
  - c. Environmental Impact Statement (EIS)
  - d. Information per Tree Preservation Ordinance (*if applicable*)
  - e. Wetland and Watercourse Boundary Determination Application (*if applicable*)
  - f. Copy of Purchase or Lease Agreement (*if applicable*)
  - g. Any other information which the applicant feels will aid the City in its review
2. **Application Process.** You may submit all required documents online. [Click here](#) to apply for a Planning, Zoning or Engineering Process online.
3. **Review Process.** City staff and consultants will review the plans to ensure compliance with City ordinances within 15 days of submittal (10 days for subsequent reviews). If it is determined that one or more applicable item(s) are not included or need to be modified, the applicant will be contacted. Incomplete site plans will not be placed on a Planning Commission agenda until all necessary information is submitted and reviewed. Planning Commission meetings are generally held the third Tuesday of each month at 7:00 P.M.
4. **Fees.** Established fees as indicated on the attached Fee Schedule. Applicants will be notified of the required review fee amount after plans have been submitted for review. Checks should be made payable to the City of Rochester Hills.
5. **Questions or Clarifications.** Please contact the Department of Planning and Economic Development at the contact information above for questions or clarifications.

#### **Administrative Review**

Plans that can be reviewed administratively in accordance with *Section 138-2.200 Site Plan Review* shall be reviewed within 10 days of submittal



## Fee Schedule

Review	Fee	Estimated Fee
Administrative Review	Billed based on the actual cost to the City for the service at a rate of \$85 per hour, a minimum escrow deposit of \$750 is required to start the process	
Building	\$85 per hour ( <i>min. escrow deposit \$250</i> )	\$
Fire	\$85 per hour ( <i>min. escrow deposit \$170</i> )	\$
Parks & Forestry	\$85 per hour ( <i>min. escrow deposit \$250</i> )	\$
Engineering	Site Plans \$1,100 (up to 10 acres) + \$90 per acre over 10 acres	\$
	Steep Slope Analysis \$85 per hour	\$
	Site Condominiums a. Preliminary Site Condo. \$950 (up to 10 acres) + \$95 per acre over 10 acres (up to \$3,500 max.) b. Final Site Condo. \$500 (up to 10 acres) + \$45 per acre over 10 acres (up to \$1,800 max.) c. Master Deed & Exhibits. \$700 (up to 10 acres) + \$35 per acre over 10 acres	\$
	Subdivision Development* a. Pre-preliminary. \$800 (up to 10 acres) + \$75 per acre over 10 acres (up to \$2,500 max.) b. Tentative Preliminary. \$950 (up to 10 acres) + \$95 per acre over 10 acres (up to \$3,500 max.) c. Final Preliminary. \$500 (up to 10 acres) + \$45 per acre over 10 acres (up to \$1,800 max.) d. Final Plat. \$1,800+ \$95 per acre over 10 acres	\$
	Site Plans* a. Multi-Family, Cluster, Mobile Home Parks. \$1,000 + \$18 per unit b. Non-residential \$1,500 + \$75 per acre *There shall be a charge of 50% of the full review fee for the third and each subsequent review	\$
Planning (Development Services)	Site Condominiums* a. Preliminary Site Condominium. \$900 + \$10 per building site b. Final Site Condominium. \$600 + \$10 per building site *There shall be a charge of 50% of the full review fee for the third and each subsequent review	\$
	Subdivision Development* a. Concept Review. No fee for 1 <sup>st</sup> meeting, additional meetings \$250 each b. Tentative Preliminary. Regular Plan \$900 + \$10 per lot + \$500 for Open Space Option ( <i>if applicable</i> ) c. Final Preliminary. \$600 + \$10 per lot d. Final Plat. \$600 + \$10 per lot *There shall be a charge of 50% of the full review fee for the third and each subsequent review	\$
	Conditional Land Use. \$1,000 (plus 50% of the full review fee for third plus reviews)	\$
	Rezoning. \$1,000 (plus 50% of the full review fee for third plus reviews)	\$
	Text Amendments \$85 per hr. if service conducted by city staff.	
	Legal Fee Review. Corresponds to City's cost for Legal Services	\$
	Extension of Approval a. Administrative Approval. \$250 b. Planning Commission or City Council Approval. \$500 per meeting	\$
	Tree Conservation Review. \$250	\$
	Brownfield Redevelopment Plan Review. \$2,500 to begin review process	\$
	Wetland Determination/Use Permit. \$500 (less than 2 acres), \$1,000 (2 to 5 acres), \$1,500 (over 5 acres to begin the delineation process)	\$
	Steep Slope Analysis \$75 per hour	\$
	Internal Review, Consultation, Field Inspection a. City Staff. \$85 per hour b. Outside Consultant. City's cost for services	\$
	Other	Work not covered above will be billed based on the actual cost to the City for the service at a rate of \$85 per hour, a minimum escrow deposit of \$250 is required to start the work
SUBTOTAL		\$
Administrative Fee (20% of the subtotal, \$100 Minimum)		X 1.20
<b>TOTAL</b>		<b>\$</b>

**These fees are intended to cover two plan reviews, after which time a review of the escrow account will be conducted, additional fees may be necessary at that time to complete the plan review and approval process**

# **Table of Contents**

*Including:*

- Environmental Impact Statement – A.
- Proposed Location Supporting Documentation – B.
- Proposed Business Supporting Documentation – C.

**Section A. – Environmental Impact Statement**

Please see the following attachment:



Department of Planning and Economic Development  
 1000 Rochester Hills Dr.  
 Rochester Hills, MI 48309  
 (248) 656-4660

## Environmental Impact Statement (EIS)

### Project Information

Name <b>Churchills of Rochester, LLC</b>		
Description of Proposed Project <b>Churchills of Rochester Hills, LLC is proposing to operate one Cigar Lounge; additionally, the applicant is proposing for its establishment to also have an accessory bar (serving wine, beer, and spirits), as well as serve prepackaged food items.</b>		
Proposed Use(s)		
<b>Residential</b> <input type="checkbox"/> Single Family Residential <input type="checkbox"/> Multiple Family Residential	<b>Non-Residential</b> <input checked="" type="checkbox"/> Commercial/Office <input type="checkbox"/> Industrial <input type="checkbox"/> Institutional/Public/Quasi-Public	<b>Mixed-Use</b> <input type="checkbox"/> Describe uses:

**Purpose.** The purpose of the EIS is to:

- A. Provide relevant information to the City Planning Commission and the City Council on the environmental impact of applications for rezoning, platting, site condominium, and site plan approval and other actions that will have a significant effect on the environment
- B. Inject into the developer's planning process consideration of the characteristics of the land and the interests of the community at large, as well as the developer's own interests and those of potential customers
- C. Facilitate participation of the citizenry in the review of community developments
- D. Provide guidelines for standards as required by *Section 138-2.204* of the [zoning ordinance](#)

**Content.** The Environmental Analysis Report (Part I and II), the Impact Factors (Part III), and the Summary (Part IV), which together form the EIS, should meet all of the following requirements:

- A. The EIS is intended to relate to the following:
  - 1. Ecological effects, both positive and negative
  - 2. Population results
  - 3. How the project affects the residential, commercial, and industrial needs
  - 4. Aesthetic and psychological considerations
  - 5. Efforts made to prevent the loss of special features of natural, scenic or historic interest
  - 6. Overall economic effect on the City
  - 7. Compatibility with neighborhood, City and regional development, and the Master Land Use Plan
- B. The EIS must reflect upon the short-term effect as well as the long-term effect upon the human environment:
  - 1. All pertinent statements must reflect both effects
  - 2. All pertinent statements must suggest an anticipated timetable of such effects
- C. On developments of 5 acres or more, a topographic presentation indicating slopes 12% and more, depressions, major drainage patterns, wooded areas, flood plains, and wetlands is required

### OFFICE USE ONLY

Date Filed	File #	Date Completed

**Questions or Clarifications.** Please contact the Department of Planning and Economic Development at the contact information above for questions or clarifications.



# Environmental Impact Statement (EIS)

## Guidelines

These guidelines are to be followed by developers desiring to gain approval of proposed plans. The guidelines provide for an in-depth analysis of the site in question considering the past, the present, the proposed plan, and the future expectations with respect to community environmental sanity. The analysis is intended to determine how the proposed plan will meet goals of the community as they are set out separately in the Master Land Use Plan.

The complexity of the EIS must clearly depend upon the scope of the project and the magnitude (in the opinion of the Planning Commission) of the potential impact. It is not the intention of the City to create an unduly burdensome or expensive requirement for the developer. In preparing the EIS in accordance with the outline below, judgment should be exercised to keep the form and extent of responses in proportion to the scope of the project. Each answer is to be as brief as practical.

Where questions or answers are not applicable, please state "Not Applicable". All other data is required, and where incomplete or in adequate data is provided based on the scope of the project and the opinion of the Planning Commission, the lack of such data shall be cause for tabling the application by a majority vote of the body present. The matter will be reopened upon submission of a written report on any questions not properly detailed.

### Part 1. Analysis Report: Past and Present Status of the Land

A. What are the characteristics of the land, waters, plant & animal life present?

1. Comment on the suitability of the soils for the intended use

Proposed location is for an existing building. City has records of applicable details.

2. Describe the vegetation giving specific locations of specimens of 6" diameter or greater, or areas of unusual interest on parcels of 5 acres or more

Not Applicable.

3. Describe the ground water supply & proposed use

Proposed location has access to water; applicant will use amount typical for use type.

4. Give the location & extent of wetlands & floodplain

Not Applicable.

5. Identify watersheds & drainage patterns

Proposed location is for an existing building. City has records of applicable details.

B. Is there any historical or cultural value to the land?

No, there is no historical or cultural value to the land. City is an existing building which is a commercial shopping plaza.

C. Are there any man-made structures on the parcel(s)?

Yes, one existing man-made structure is on the parcel. The structure is one existing building which is a commercial shopping plaza.



D. Are there important scenic features?

No, the proposed location does not have any scenic features.

E. What access to the property is available at this time?

Applicant will be using existing curb cuts which currently serve the property.

F. What utilities are available?

The applicant will be using existing utilities serving the property.

## Part 2. The Plan

A. **Residential** (Skip to B. below if residential uses are not proposed)

1. Type(s) of unit(s)

2. Number of units by type

3. Marketing format, i.e., rental, sale or condominium

4. Projected price range

B. **Non-Residential/Mixed-Use** (Skip to Part 3. Impact Factors if non-residential/mixed-uses are not proposed)

1. Anticipated number of employees

The applicant is anticipating having 10-12 amount of employees.

2. Hours of operation/number of shifts

The applicant is anticipating hours of operation being 9am-11:30pm daily. The applicant is anticipating 5-7 regular shifts depending on the day of week.

3. Operational schedule (continuous, seasonal, seasonal peaks, etc.)

The applicant will have a continuous operational schedule.

4. Description of outside operations or storage

The applicant is not proposing to have any outdoor operations or storage.



## Environmental Impact Statement (EIS)

5. Delineation of trade area	The company is anticipating a delineation of trade area to be the encompassing area within a 5 mile radius of the proposed location, with exceptions of those traveling into the area specifically for the applicant and commuters residing outside of the radius.
6. Competing establishments within the trade area ( <i>document sources</i> )	There are two competing establishments within a 5 mile radius: TGF Cigar Martini Bar and Wild Bill's Tobacco.
7. Projected growth (physical expansion or change in employees)	The company does not anticipate any physical expansion. The company does not anticipate major staffing change, and only minor staff expansion if necessary.

### Part 3. Impact Factors

A. What are the natural & urban characteristics of the plan?	Applicant will maintain standards of existing building and commercial plaza.
1. Total number of acres of undisturbed land	<b>3.06 acres (parcel)</b>
2. Number of acres of wetland or water existing	<b>Not Applicable.</b>
3. Number of acres of water to be added	<b>Not Applicable.</b>
4. Number of acres of private open space	<b>Not Applicable.</b>
5. Number of acres of public open space	<b>3.06 acres (parcel)</b>
6. Extent of off-site drainage	<b>Applicant will be using current storm water system.</b>
7. List of any community facilities included in the plan	<b>Not Applicable.</b>
8. How will utilities be provided?	<b>The applicant will be using existing utilities serving the property.</b>
B. Current planning status	<b>At the time of review, applicant will have submitted a Community Development and Conditional Use Permit application to the City Rochester Hills.</b>
C. Projected timetable for the proposed project	<b>The applicant anticipates being able to complete its build out within four months of receiving approvals.</b>
D. Describe or map the plan's special adaptation to the geography	<b>Not Applicable.</b>
E. Relation to surrounding development or areas	<b>Applicant will be a commercial use, similar to the surrounding area land uses.</b>



## Environmental Impact Statement (EIS)

F. Does the project have a regional impact? Of what extent & nature?

Yes, the applicant is a recognized brand amongst Cigar enthusiasts within the Detroit metro area. The business anticipates a portion of customers coming in from surrounding communities due to brand recognition as well as a known history of quality products and service at affiliate locations.

G. Describe anticipated adverse effects during construction & what measures will be taken to minimize the impact

The applicant does not anticipate any irregular adverse effects during construction which will all be interior work. In general, the applicant will ensure that it discusses with the construction crew about keeping noise to a reasonable amount (relative for the tasks at hand), not littering on the premises, and to be respectful and courteous of business neighbors and their customers.

H. List any possible pollutants

The applicant does not anticipate any pollutants. The applicant is only anticipating having garbage and cleaning supplies typical of a retail establishment as a result of business operations.

I. What adverse or beneficial changes must inevitably result from the proposed development?

1. Physical

a. Air quality

Applicant's first-class HVAC filtration system ensures no adverse effects for neighbors.

b. Water effects (*pollution, sedimentation, absorption, flow, flooding*)

No hazardous substances to be used; storm/waste water will flow to existing systems.

c. Wildlife habitat (*where applicable*)

Not Applicable.

d. Vegetative cover

Applicant is not proposing changes to the existing landscape.

e. Night light

Applicant is not proposing changes to the existing lighting at the property.

2. Social

a. Visual

Applicant is not proposing changes to the exterior of the property.

b. Traffic (*type/amount of traffic generated by the project*)

Customers will travel by automobile; traffic flow will be typical of a retail use.

c. Modes of transportation (*automotive, bicycle, pedestrian, public*)

Vast majority of customers are expected to travel by automobile.

d. Accessibility of residents to recreation, schools, libraries, shopping, employment & health facilities

Applicant will not impact residents access to any of the above.



## Environmental Impact Statement (EIS)

3. Economic

a. Influence on surrounding land values

Applicant will benefit neighbor businesses by bringing in additional customers to plaza.

b. Growth inducement potential

Applicant will benefit neighbor businesses by bringing in additional customers to plaza.

c. Off-site costs of public improvements

Applicant is not proposing off-site improvements.

d. Proposed tax revenues (*assessed valuation*)

Applicant is not proposing to alter the building; site work will be interior modification only.

e. Availability or provisions for utilities

Applicant will use the existing utilities serving the property.

J. In relation to land immediately surrounding the proposed development, what has been done to avoid disrupting existing uses & intended future uses as shown on the Master Land Use Plan?

The applicant will contain construction crews to within the premises, and as little of the parking lot as possible subject to a temporary dumpster. The applicant will ensure that project is completed in a timely matter to mitigate a prolonged construction area within the surrounding shopping plaza.

K. What specific steps are planned to revitalize the disturbed or replace the removed vegetative cover?

Not Applicable.

L. What beautification steps are built into the development?

Not Applicable.

M. What alternative plans are offered?

Not Applicable.



### Part 4. The Summary

Based on the foregoing Analysis Report, state the net environmental impact on the City of Rochester Hills if the proposed plan is implemented. The summary is intended to briefly set forth a basis for the City of Rochester Hills Planning Commission and the City Council to determine the acceptability of proposed development.

It is suggested that the summary be brief and to the point. Make the comments relative to the initial impression and the lasting effect upon the entire community in relation to at least these points of concern:

1. Ecological effects
2. Residential, commercial or industrial needs
3. Treatment of special features of natural, scenic or historic interest
4. Economic effect
5. Compatibility with neighborhood, City and regional development, and the City's Master Land Use Plan

1. The applicant's proposed use will not result in any adverse ecological effects. The applicant is located within an existing building that operates a shopping plaza which has previously received approvals for the ecological standards of Rochester Hills.

2. The applicant's proposed use will be provide the community of Rochester Hills -in addition to neighboring municipalities and commuters- a new location of a respected and reputable brand of a Cigar Lounge establishment.

3. The applicant's proposed use will not have an adverse effect on the treatments of special features of natural, scenic, or historic interest to the Rochester Hills community.

4. The applicant's proposed use will provide the community with a beneficial economic effect. Upon operating, the applicant would bring in many new individuals to the shopping plaza it is located within, as well as the surrounding business community as a whole, which will provide more exposure and additional new customers to other businesses.

5. The applicant's proposed use is compatible with the neighborhood, as well as the city's vision for the surrounding area. Given the proposed use, and a proposed location that is within a commercial district, the applicant would be compatible with the neighborhood and city's intentions for the area.

# **Section B**

*Including:*

Copy of Lease Agreement – B(i).

Proposed Site Plan – B(ii).

Proposed Floor Plan – B(iii).

**Section B(i). – Copy of Lease Agreement**

Please see the following attachment:

## SHOPPING CENTER LEASE

1. **PARTIES.** This Lease, dated as of this 16th day of February 2024, is made by and between Rochester-Wabash, LLC, a Michigan limited liability company (hereinafter "Landlord") and Churchills of Rochester Hills, LLC. d/b/a Churchills a Michigan limited liability company (hereinafter "Tenant"). Tenant may elect to change d/b/a upon written notice to Landlord.

2. **PREMISES.** Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord that certain space (herein called "Premises "or "Leased Premises"). consisting of approximately 4500 usable square feet of floor area. The location and dimensions of said Premises are delineated on Exhibit "A" attached hereto and incorporated by reference herein. Said Premises are located at 2596 S. Rochester Road in the City of Rochester Hills, County of Oakland, and State of Michigan 48307. Landlord has approved Tenant's layout in Exhibit C, subject to seeking all local approvals. Tenant shall take possession of Premises subject to Landlord being responsible for all structural elements, ADA requirements of the Building and Premises (including Parking lot). Tenant's store layout as depicted in Exhibit B. Landlord has reviewed and agreed to same, subject to Tenant obtaining all building permits and approvals.

The purpose of Exhibit "A" attached hereto is to show the approximate location of the demised Premises. Landlord reserves the right at any time to relocate the various buildings, parking areas and other common areas as shown on such Exhibit "A", pursuant to paragraph 2.A. below. provided, however, such relocation of the parking areas and other common areas do not materially adversely impact or interfere with Tenant's use, visibility, or access to the Leased Premises or its parking lot.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

2.A. **RIGHT OF RELOCATION.** Intentionally omitted.

**B. CONDITION OF SPACE:**

**Tenant to accept the premises in "Absolutely AS IS Condition."**

**Mechanical, Electrical and Plumbing delivered in good working order.**

3. **USE.** Tenant shall use the Premises with unrestricted access for the operation of a cigar smoking lounge (operated per a Cigar Bar Exemption), full-service bar, and restaurant (subject to the limitations of this paragraph) including sales of alcohol, tobacco, tobacco accessories, and related items (hereinafter a "Cigar Bar") and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.. Tenant's restaurant shall be limited to the types of food prepared with small electrical appliances such as a microwave, toaster oven, toaster, air fryer, and Tenant is prohibited from installing a full-service commercial Kitchen.

4. **TERM.** The Term of this Lease shall be for a period of sixty **60**, months, commencing the earlier of i) 240 days after Landlord delivers space to tenant with keys delivered via USPS Certified Mail/FedEx, or in-person hand delivery, or Landlord provides a lockbox code, the date of which shall be acknowledged in writing (or via email) by both parties; or ii) when Tenant opens for

business (“Rent Commencement Date”); and shall expire on the **Sixtieth (60th)** full month following the Commencement Date, unless sooner terminated as provided herein. The parties hereto acknowledge that certain obligations under various articles hereof may commence prior to the lease Term, i.e. construction, hold harmless, liability insurance, etc., and the parties agree to be bound by these articles prior to commencement of the lease Term. If Landlord fails to deliver the keys to the Premises by June 1, 2024, Tenant may choose to terminate the lease and Landlord shall return Tenant’s monies in Paragraph 6(B) below.

**A. BASE MONTHLY RENT.** The Base Monthly Rent shall accrue and become payable on 1<sup>st</sup> of the month. Tenant agrees to pay to Landlord, as rent, without deduction or demand, for and from the date just specified to the end of the Term as follows:

The aggregate sum of **Six Hundred Thousand and no/100 Dollars** in U.S. currency (**\$600,000.00**) which shall be payable in monthly installments, in advance without deduction or demand, on the first day of each full calendar month of the Term hereof, in equal monthly installments of **Ten Thousand & 00/100 Dollars (\$10,000.00)** (Monthly Rent). In the event the Lease shall commence or expire on a date other than the first or last day of a month, rent shall be prorated on a basis of the actual number of days Tenant occupies the Premises during that month based on a 365-day year. The first full month's Base Rent shall be paid upon the execution of this Lease. Tenant also shall pay Property Tax Increases as found in Paragraph 7(B)(I) below.

**5. OPTION TO RENEW.** Provided Tenant is not in default under any of the terms or conditions hereof beyond any applicable cure periods, Tenant shall have the option to renew this Lease for **Three (3) additional Five (5) Year Terms** (“Renewal Terms”) which shall automatically renew unless Tenant notifies Landlord in writing of its intent to renew at least one hundred eighty (180) days prior to the expiration of the initial Term or existing Renewal Term. The terms and conditions of the Renewal Term(s) shall remain unchanged except that the Base Monthly Rent shall increase to: **10% over the prior term’s Base Monthly Rent.**

## **6. MONIES TO LANDLORD**

**6.A. Security Deposit. Intentionally omitted.**

**6.B. First, Second, and Third-Months Rent.** Upon Tenant’s execution of this Lease, Tenant shall deposit with Landlord \$30,000.00 and 00/100 Dollars. Said sum shall be Deposited and held by Landlord and applied to the first, second- and third months’ rent following the Rent Commencement Date.

## **7. ADDITIONAL CHARGES.**

**A. Intentionally omitted.**

### **B. ADJUSTMENTS**

In addition to the Base Monthly Rent provided herein and commencing on the Rent Commencement Date, Tenant shall pay to Landlord its proportionate share of Property Tax

Increases annually. ("Adjustments").

Tenant's proportionate share of the above-mentioned items shall be equal to the percentage obtained by dividing Tenant's total floor area by the total usable floor area of the Shopping Center and is hereby stipulated to be Eight & 00/100 percent (8.00%) (4500 s.f. in Premises + 55,622 s.f. in the Property).

**8. USES PROHIBITED.** Tenant shall not do or permit anything to be done in or about the Premises nor bring or knowingly keep anything therein which is not within the permitted use of the Premises which will in any way increase the existing rate of or affect any fire or other insurance upon the Shopping Center or any of its contents, or cause a cancellation of any insurance policy covering said Shopping Center or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Shopping Center or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or reasonably objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

**9. COMPLIANCE WITH LAW.** Tenant shall not use the Premises nor permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

**10. ALTERATIONS AND ADDITIONS.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord which said written consent shall not be unreasonably withheld, conditioned, or delayed any alterations, additions or improvements to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, including the humidifier and its four walls, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements made to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the Term hereof, Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal. Notwithstanding anything above to the contrary, Tenant may, without Landlord's approval, make interior or non-structural alterations in and to the Leased Premises not to exceed Ten Thousand and 00/100 Dollars (\$10,000.00).

**11. REPAIRS.**

A. Upon Landlord's delivery of the Leased Premises pursuant to paragraphs 4, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including without limitation, the maintenance, replacement and repair of any storefront, doors, window casements, glazing, plumbing, excluding the main line pipes unless the main line is damaged due to Tenant's negligence within the Leased Premises electrical wiring and conduits, heating and air conditioning system. ("HVAC"). Tenant shall obtain a service contract for repairs and maintenance of said systems, said maintenance contract to conform to the requirements under the warranty, if any, on said systems or to generally accepted manufacturer's maintenance requirements as the case may be. Tenant shall, upon the expiration or sooner termination of this Lease hereof, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Tenant shall remove all trade fixtures and equipment, including the humidifier and its four walls. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant. Landlord shall be responsible for major components of HVAC (i.e. heat exchanger and compressor) for the initial term of lease provided however, Landlord's HVAC contractor is retained for repairs.

B. Notwithstanding the provisions of Article II.A. hereinabove, Landlord shall repair and maintain the structural portions of the Premises, including the exterior walls and roof gutters, downspouts, awnings, overhangs, common areas, foundation and structural columns of the Building unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in Article 27 hereof, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Shopping Center or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

**12. LIENS.** Tenant shall keep the Premises and the property in which the Premises are situated free from or bond against any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

**13. ASSIGNMENT AND SUBLETTING.** Tenant shall neither voluntarily nor by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease nor any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted)

to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which said written consent shall not be unreasonably withheld, conditioned, or delayed. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment in violation of this section or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease. In the event that Tenant requests Landlord's consent to a sublease or assignment hereunder, Tenant shall pay Landlord a fee of Five Hundred and 00/100 (\$500.00) Dollars for reviewing and processing of documents necessary to give its consent to Tenant's request to sublease or assign this Lease.

Notwithstanding anything herein to the contrary, Tenant shall have the right, without Landlord's written approval, to transfer or assign this Lease or sublet the whole of the Leased Premises to an affiliate of Tenant or entity with a majority of the ownership held by Mazin Samona, John Samona, or Luke Samona or to any entity succeeding to substantially all of the assets of Tenant as a result of a consolidation or merger or to an entity to which all or substantially all of the assets of Tenant have been sold; provided that in the case of an assignment, such other entity shall assume in writing all of Tenant's obligations hereunder, and provided further that such assignment or subletting to an affiliate of Tenant shall require Landlord's consent if such affiliate ceases to control Tenant, be controlled by Tenant, or be under common control with Tenant. An affiliate is an entity which controls Tenant or is under common control with Tenant. This provision only applies if Tenant is not in default past any applicable cure periods.

**14. HOLD HARMLESS.** Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use, possession or occupancy of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee Of Tenant, and from all cost, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon and in case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend in the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's gross negligence; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises. Unless due to Landlord's negligence, neither Landlord nor its agents shall be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas electricity, water or rain which may leak from any part of the building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the gross negligence of Landlord, its agents, servants or employees. Neither Landlord nor its agents shall be liable for interference with the light, air or for any latent defect in the Premises except as expressly stated herein.

**15. HAZARDOUS SUBSTANCES. See attached Rider.**

**16. SUBROGATION.** As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

**17. LIABILITY INSURANCE.** Tenant shall, at Tenant's expense, obtain and keep in force during the Term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than One Million Dollars (\$1,000,000) for injury or death of one person in anyone accident or occurrence and in the amount of not less than One Million Dollars (\$1,000,000) for injury or death of more than one person in anyone accident or occurrence. Such insurance shall further insure Landlord and Tenant against liability for property damage of at least One Million Dollars (\$1,000,000). The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder.

Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Insurance required hereunder shall be in companies rated A:VII or better in "Best's Key Rating Guide". Each policy evidencing such insurance shall name Landlord or its designee as additional insured Tenant shall deliver to Landlord, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry.

**18. UTILITIES.** Tenant shall pay for all water, gas, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Premises, together with any taxes thereon. All utilities shall be separately metered.

**19. PERSONAL PROPERTY TAXES.** Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the Term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

**20. RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with the reasonable rules and regulations that Landlord shall from time to time promulgate and/or modify, provided, however, that such reasonable rules and regulations shall be uniformly applied to all tenants in the Shopping Center. The reasonable rules and regulations shall be binding upon the

Tenant upon delivery of a copy of them to the Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants. Such reasonable rules and regulations shall include but not be limited to:

(a) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purpose by Landlord.

(b) The delivery or shipping of merchandise supplies and fixtures to and from the demised Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the demised Premises and the Shopping Center.

(c) All garbage and refuse shall be kept in approved containers and shall be placed outside of the Premises prepared for collection. At Landlord's option, Tenant shall retain a garbage and refuse removal service approved by Landlord, and expense of this service shall be borne by Tenant.

(d) No aerial, antenna or other similar devices shall be erected on the roof or exterior walls of the Premises, or on the grounds, without in each instance, the written consent of Landlord, which said written consent shall not be unreasonably withheld or delayed, except that Tenant is permitted to install a lottery satellite dish per Landlord's roofing contractor's direction. Any devices so installed without such written consent shall be subject to removal without notice at any time at Tenant's sole expense without compensation from Landlord and Tenant shall further be responsible for restoration of the roof, walls or building.

(e) No exterior loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the written consent of Landlord.

(f) Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

(g) The outside areas immediately adjoining the Premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord and Tenant shall not place nor permit any obstructions or merchandise in such areas.

(h) Tenant and Tenant's employees shall park their cars only in those portions of the rear parking area designated for that purpose by Landlord.

(i) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant.

(j) Tenant shall provide, at Tenant's cost, such pest extermination and at such intervals as may be required to maintain the Premises in a sanitary condition.

(k) Tenant shall not burn any trash or garbage of any kind in or about the demised Premises or the Shopping Center.

(L) No roof mounted signs shall be permitted.

**21. HOLDING OVER.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term hereof with the express consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of 150% of the amount of the last full month's Base Monthly Rent payable during the immediately preceding Term for the first such month's holdover, plus all other charges payable hereunder. Thereafter, the Tenant shall be subject to all the terms hereof applicable to a month to month tenancy.

**22. ENTRY BY LANDLORD.** Landlord reserves, and shall have, the right to enter the Premises during normal business hours and upon a 24-hour advance notice to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby.

For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

**23. TENANT'S DEFAULT.** The occurrence of anyone or more of the following events shall constitute a default and breach of this Lease by Tenant.

**A.** The vacating or abandonment of the Premises by Tenant or the commission of waste thereon.

**B.** The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, within five (5) days as and when due.

**C.** The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than described in Article 23.B, above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure,

then Tenant shall not be deemed to be in default if Tenant commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

**D.** The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

**24. REMEDIES IN DEFAULT.** In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, with or without notice or demand, except as may be required by law, and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

**A.** Re-enter and take possession of the Premises and terminate Tenant's right to possession of the Premises by any lawful means, in which case Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the reasonable cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; and that portion of any leasing commission paid by Landlord and applicable to the unexpired Term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the maximum legal rate; or

**B.** Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges and Adjustments as may become due an owing hereunder; without any right to accelerate rent; or

**C.** Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Michigan.

**D.** Notwithstanding anything above to the contrary, Landlord shall use reasonable efforts to mitigate any damages resulting from Tenant.

**25. DEFAULT BY LANDLORD.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have heretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no

event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction.

**26. LIABILITY OF LANDLORD.** If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgement shall be satisfied only out of the proceeds of sale received upon execution of such judgement and levied thereon against the right, title and interest of Landlord in the Shopping Center and out of rents or other income from such property receivable by the Landlord or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Shopping Center, and neither Landlord nor any of the members comprising the limited liability company which is the Landlord herein shall be liable for any deficiency.

**27. DAMAGE OR DESTRUCTION BY CASUALTY.** In the event the Premises or common areas are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction be less than twenty five (25%) percent of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of twenty five (25%) percent or more of the full replacement cost then Landlord shall have the option; (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Base Monthly Rent to be proportionately reduced as hereinabove in this Article provided; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Base Monthly Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to date of said such termination.

If the Premises or the Building shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Premises or the Building untenable, then Landlord shall proceed to repair and restore the same with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's reasonable control. If any such damage renders all or a substantial portion of the Premises or the Building untenable, Landlord shall, with reasonable promptness after the occurrence of such damage, estimate the length of time that will be required to substantially complete the repair and restoration of such damage and shall be written notice advise Tenant of such estimate. If it is so estimated that the amount of time required to substantially complete such repair and restoration will exceed two hundred forty (240) days from the date such damage occurred, then either Landlord or Tenant (but as to Tenant, only if all or a substantial portion of the Premises are rendered untenable) shall have the right to terminate this Lease as of the date of such damage upon giving notice to the other at any time within twenty (20) days after Landlord gives Tenant the written notice containing said estimate (it being understood that Landlord may, if it elects to do so, also give such notice of termination together with the notice containing said estimate). Unless this Lease is terminated as provided in the preceding sentence, Landlord shall proceed with reasonable promptness to repair and restore the Premises, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's reasonable control, and also subject to zoning laws and building codes then in effect. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease

(except as hereinafter provided) if such repairs and restoration are not in fact completed within the time period estimated by Landlord, as aforesaid, or within said two hundred forty (240) days. If the Premises are not repaired or restored within Twelve (12) months after the date of such fire or other casualty, then either party may terminate this Lease, effective as of the date of such fire or other casualty, by written notice to the other party not later than thirty (30) days after the expiration of said Twelve (12) month period, but prior to substantial completion of repair or restoration. Notwithstanding anything to the contrary herein set forth, (a) Landlord shall have no duty pursuant to this Article to repair or restore any portion of the alterations, additions or improvements owned or made by Tenant in the Premises or to expend for any repair or restoration amounts in excess of insurance proceeds paid to Landlord and available for repair or restoration; (b) Tenant shall not have the right to terminate this Lease pursuant to this Article if the damage or destruction was caused by the act or negligence of Tenant or its agents or employees, and (c) if any such damage rendering all or a substantial portion of the Premises or the Building untenable shall occur during the last Twelve (12) months of the Term, Landlord shall have the option to terminate this Lease by giving written notice to Tenant within sixty (60) days after the date such damage occurred, and if such option is so exercised, this Lease shall terminate as of the date of such notice. Except as set forth in this Article, no destruction of or damage to the Premises, or any portion thereof, by fire, casualty or otherwise, shall permit Tenant to surrender this Lease or shall relieve Tenant from its liability to pay to Landlord the Base Monthly Rent payable under this Lease or from any of its other obligations thereunder. In the event of termination of this Lease pursuant to this Article, Base Monthly Rent shall be apportioned on a per diem basis and be paid to the date of the fire or other casualty.

**28. EMINENT DOMAIN.** If more than twenty-five (25%) percent of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of Eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If either less than or more than twenty five (25%) percent of the Premises are taken (and neither party elects to terminate as herein provided), the Base Monthly Rent thereafter to be paid shall be equitably reduced. If any part of the Shopping Center other than the Premises may be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease. Notwithstanding anything above to the contrary, Tenant shall be entitled to any and all awards and/or settlements made for Tenant's personal property and equipment, loss, disruption, relocation of Tenant's business and for the value of the leasehold estate, stock and fixtures and for depreciation to and cost of removal of same.

**29. PARKING AND COMMON AREAS.** Landlord covenants that approximately the parking lot and common areas of the Property currently existing at the time this Lease is executed, shall be at all times, except as when Landlord makes necessary improvements or repairs thereto, available for the non-exclusive use of Tenant and the other tenants of the Shopping Center, and the customers, suppliers and other business invitees of Tenant and such other tenants, during the full Term of this Lease or any extension of the Term hereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such common and parking areas shall not constitute a violation of this covenant. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such parking area or areas, provided.

**A.** The Landlord shall keep said automobile parking and common areas in a neat, clean and orderly condition and shall repair any damage to the facilities thereof, but all expenses in connection with said automobile parking and common areas shall be charged and prorated in the manner as set forth in Article 7 hereof.

**B.** Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and sub-tenants, shall have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers, licensees and sub-tenants, to use said common and parking areas during the entire Term of this Lease, or any extension thereof, for ingress and egress, and automobile parking.

**C.** The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as the Landlord may adopt from time to time for the orderly and property operation of said common and parking areas. provided, however said reasonable rules, regulations, and charges for parking shall be uniformly applied to all tenants in the Shopping Center. Such rules may include but shall not be limited to the following: (1) The restricting of employee parking to a limited, designated area or areas; provided, however that such limited, designated area or areas are not unreasonably far from the Leased Premises; and (2) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant.

**30. SIGNS.** The Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the Premises only such signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of the Landlord as to type, size, color, location, copy nature and display qualities. provided, however, said written approval shall not be unreasonably withheld, conditioned, or delayed Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof. Tenant shall, however, erect one sign on the front of the Premises not later than the date Tenant opens for business, in accordance with a design to be prepared by Tenant and approved in writing by Landlord. Landlord hereby grants and approves the following signage rights (see Exhibit C):

**A.** Permanent Signage: Landlord agrees to allow Tenant to use a standard sign package to the maximum size permitted by local governmental authorities.

**B.** Pylon/Monument/Directory Sign: Subject to municipal approval, Tenant shall be allowed to place a sign panel on the pylon/monuments sign in accordance with a design to be prepared by Tenant and approved in writing by Landlord. See Exhibit C for the panel position approved by the parties.

**C.** Subject to municipal approval, Tenant shall be permitted to hang a "Coming Soon" and/or "Now Hiring" banner(s) between the lease execution and the tenant opening for business.

**D.** Subject to municipal approval, Tenant shall be permitted to have a "grand opening balloon" which may be placed at a mutually agreed upon location for a period not to exceed forty-five (45) days.

**31. DISPLAYS.** The Tenant may not display or sell merchandise or allow grocery carts or other similar devices with the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

**32. AUCTIONS.** Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the premises whether said auction be voluntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

**33. HOURS OF BUSINESS.** Subject to the provisions of Article 27 hereof, Tenant shall continuously during the entire Term hereof except for periods of remodeling or renovating the Leased Premises or repair following casualty, conduct and carry on Tenant's business in the Premise and shall keep the Premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city in which the Premises are located to be open for business; provided, however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts or similar causes beyond the reasonable control of Tenant. Tenant shall keep the Premises adequately stocked with merchandise and with sufficient sales personnel to care for the patronage, and to conduct said business in accordance with sound business practice.

**34. MERCHANTS' ASSOCIATION.** Intentionally deleted.

**35. GENERAL PROVISIONS.**

(i) **Plats and Riders.** Clauses, plats, riders and addendum, if any, affixed to this Lease are a part hereof.

(ii) **Waiver.** The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

(iii) **Joint Obligation.** If there be more than one tenant the obligations hereunder imposed shall be joint and several.

(iv) **Marginal Headings.** The marginal headings and article titles to the articles of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

(v) **Time.** Time is of the essence of this Lease and each and all of its provisions in which

performance is a factor.

(vi) **Successors and Assigns.** The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

(vii) **Recordation.** Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of Landlord.

(viii) **Quiet Possession.** Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire Term and any Renewal Terms hereof, subject to all the provisions of this Lease.

(ix) **Late Charges.** Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur cost not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within Five (5) days after said amount is past due, then Tenant shall pay to Landlord a late charge equal to the maximum amount permitted by law (or at Landlord's option, Five (5%) percent of such overdue amount), plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

(x) **Prior Agreements.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

(xi) **Inability to Perform.** This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

(xii) **Partial Invalidity.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

(xiii) **Cumulative Remedies.** No remedy or election of Landlord hereunder shall be deemed

exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

(xiv) **Choice of Law.** This Lease shall be governed by the laws of the State of Michigan.

(xv) **Attorneys' Fees.** In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees. Should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all of Landlord's reasonable attorneys' fees and court costs so incurred. Further, if without fault, Landlord is made a party to any litigation instituted by or against the Tenant, the Tenant will indemnify the Landlord against all loss, liability, and expense, including reasonable attorneys' fees and court costs, incurred by it in connection with such litigation.

(xvi) **Sale of Premises by Landlord.** In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

(xvii) **Subordination, Attornment.** Upon request of the Landlord, Tenant will in writing via a commercially reasonable subordination agreement subordinate its rights and leasehold interests hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter granted or in force against the Premises, and to all advances made or hereafter to be made upon the security thereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

The provisions of this Article to the contrary notwithstanding and so long as Tenant is not in default beyond any applicable cure periods hereunder, this Lease shall remain in full force and effect for the full Term hereof, as may be renewed.

(xviii) **Notices.** All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by United States Mail, postage prepaid, addressed to the Tenant at the Premises, and to the address herein below, or to such other place as Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord shall be sent by United States Mail, postage prepaid, addressed to the Landlord at the address set forth herein, and to such other person or place as the Landlord

may from time to time designate in a notice to the Tenant.

To Landlord at: **Rochester Wabash LLC**  
**PO Box 1207 Walled Lake, MI 48390-5207**

To Tenant at: **Churchills of Rochester Hills, LLC**  
**1100 W Maple Rd Troy, MI 48084**

(xix) **Tenant's Statement.** Tenant shall at any time and from time to time, upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a commercially reasonable statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date of which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of rents and expiration of the Term hereof. Any such commercially reasonable statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

(xx) **Authority of Tenant.** If Tenant is a corporation, each individual executing this Lease on behalf of said corporation, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation.

(xxi) **Confidentiality.** It is understood and agreed that the terms and conditions of this Lease shall remain confidential. Tenant, its principals, employees and representatives shall not discuss the Lease terms, Rents, rates or conditions with any third party except for Tenant's attorney, CPA, and broker unless authorized or requested to do so by Landlord. Any breach of such confidentiality requirement by Tenant or any of its principals, employees or representatives shall be deemed a material default hereunder and in which event, this Lease may be cancelled at the option of the Landlord without prior notice or demand.

**36. LANGUAGE CONFLICT.** Whenever a conflict arises between the form portion of this Lease and the Rider to Lease, the terms of the Rider to Lease shall be considered superior.

**37. RIDER; EXHIBITS.** This Lease shall contain and consist of the terms and Conditions herein contained, all exhibits attached hereto and made a part hereof, and the provisions contained in the Rider attached hereto and by this reference made a part hereof.

**38. COMMISSIONS.** The parties represent and warrant that there are no brokers involved in this Lease. Should this later be found to be incorrect, the breaching party shall defend, indemnify, and hold the other party harmless from any liability for brokerage commissions, finders' fees or the like arising in connection with this Lease which may be claimed by any party alleging to have been retained or utilized by the breaching party.

**39. Tenant's Exclusive:** So long as Tenant is not in default beyond any applicable cure periods under the terms of the Lease, as hereby amended, and is operating the Premises in accordance with

the terms of the Lease, Landlord covenants and agrees that from and after the date Tenant and Landlord have executed this Amendment and during the term of the Lease (including any properly exercised renewal term) Landlord shall not enter into any new lease permitting a tenant (or permit a "rogue tenant" to occupy) in the Shopping Center to operate a **Cigar Bar** as its Principal Business in such premises ("Restricted Items"). Principal Business shall be defined as a business whose sale of Restricted Items (the items listed in Paragraph 3 under the definition of 'Cigar Bar') exceeds ten (10) percent of its gross sales. Notwithstanding the foregoing, the restrictions set forth in this Section shall not be applicable: (a) with respect to any period during which Tenant: (i) is not operating its business in the Premises for reasons other than those listed in the Lease, or (ii) is not operating a **Cigar Bar** as Tenant's principal business in the Premises; (b) with respect to any lease executed prior to the date of this Amendment which includes Tenant's Restricted Items in its use clause; (c) with respect to any extension or renewal of any lease with any tenant (including assignees and subtenants) under a lease dated and executed prior to the date of this Amendment which includes Tenant's Restricted Items in its use clause; or (d) with respect to any new lease with any tenant (including assignees and subtenants) whose tenancy is pursuant to a lease dated and executed prior to the date of this Amendment which includes Tenant's Restricted Items in its use clause; or (e) with respect to a department in any store which may be located in or added to the Shopping Center which is an "anchor" store, a department store, a junior department store or a store whose premises contains at least 10,000 square feet of space. If Tenant fails to operate a **Cigar Bar** as Tenant's principal business in the Premises for a continuous period of 30 days or more, for reasons other than are set forth in the Lease, including but not limited to remodeling, renovation, or closing due to casualty, the restrictions of this Section shall no longer apply. Landlord shall use all commercially reasonable efforts to diligently cure such violation within sixty (60) days after notice thereof from Tenant, including but not limited to bringing a breach of lease action against the tenant or occupant using their leased premises in violation of this Section and Landlord will diligently pursue said action Provided the above is permitted by the local municipality.

40. **FORCE MAJEURE.** If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Lease by any condition (global pandemic) beyond the control of such party, exclusive of financial inability of a party (including without limitation any of the following if beyond the control of (and not caused by) such party: strike, lockout, labor dispute, civil unrest, inability to obtain labor, acts of God, present or future governmental restrictions, war, civil commotion, fire, flood or other casualty, shortage of labor or material, governmental regulation or restriction, governmental executive orders, laws or regulations, plague, epidemics, or pandemics, outbreaks of infections, disease, or any other public health crisis, including quarantine or other employee restrictions or any restrictions on construction resulting from laws or executive orders, riots, insurrection, delays attributable to Tenant, or any other cases beyond such party's reasonable control and weather conditions ("Force Majeure Event"), then the time to perform such obligation or satisfy such condition shall be extended by the delay caused by such event, but only for a reasonable period of time not to exceed, in any event, ninety (90) days. The provisions of this clause shall in no event operate to delay or excuse Tenant from payment of all Rent as and when due under this Lease.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed under seal as of the date first written above.

WITNESSES:

\_\_\_\_\_

**LANDLORD**  
Rochester-Wabash, LLC,  
a Michigan limited liability company

BY:   
Ralph Faranso  
Its: Member

**TENANT:**  
Churchills of Rochester Hills, LLC  
a Michigan limited liability company

  
Kevin Barbieri

BY:   
Mazin Samona  
Its: Member

**RIDER TO SHOPPING CENTER LEASE**

**BETWEEN**

**Rochester-Wabash, LLC, a Michigan Limited Liability Company**

**("Landlord ")**

**AND**

**Churchills of Rochester Hills, LLC a Michigan Limited Liability Company**

**("Tenant")**

**1. THIS RIDER** (the "Rider") shall constitute an integral part of the Lease referenced above (the "Lease"). The provisions of this Rider shall supersede and control any and all provisions within the Lease which are inconsistent with the provisions in this Rider. The Lease, the Rider and all exhibits thereto and hereto shall be construed as and constitute and form one instrument.

2. The leasehold granted by Landlord to Tenant under Paragraph 2 of the Lease is given and granted in consideration of the rents reserved and to be paid by Tenant and the performance by Tenant of its covenants as contained in the Lease and Rider.

3. All rentals reserved under and described in the Lease, shall be unconditionally payable as therein set forth and shall not be subject to any reduction, abatement, diminishment, setoff, recoupment or counterclaim, except for such abatement or reduction as is permitted under Articles 27 or 28 of the Lease, and only for the reasons and for so long as therein specified.

**4. Intentionally omitted.**

5. The sale, issuance, or transfer of any voting capital stock of Tenant or Tenant's Guarantor, if any (if Tenant or Tenant's Guarantor, if any, be a corporation whose stock is not traded publicly on a regular basis), only that which results in a change in the voting control of Tenant, or Tenant's Guarantor, if any, and/or the sale or transfer of any partnership interest of Tenant or Tenant's Guarantor, if any (if Tenant or its Guarantor, if any, be a partnership) shall be deemed to be an assignment within the meaning of Article 13 of the Lease.

6. The following provisions shall supersede and replace Article 15 of the Lease:

Tenant agrees and covenants that it will not generate, transport, treat, store nor dispose, nor, in any manner, arrange for the disposal or treatment (within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq. ["RCRA"], the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq. ["CERCLA"], or any applicable federal, state or local law, regulation, ordinance or requirement, as amended or hereafter amended (collectively hereinafter referred to as "Environmental Laws") of any hazardous substances under

Tenant's control, or its agents, invitees, customers, or contractors as defined below, on or about the Premises. Violation of this provision shall constitute a material breach of this Lease.

"Hazardous Substances", for the purposes of this Lease, means hazardous substances or hazardous wastes, as those terms are defined by the Environmental Laws. "Hazardous Substances" shall also include, but not be limited to, petroleum, including, but not limited to, crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute) and any radioactive material, including, but not limited to, any source, special nuclear or byproduct material as defined at 42 U.S.C. 2011, et seq., as amended or hereafter amended and asbestos in any form or condition.

Tenant acknowledges that Landlord makes no representation or warranty regarding the environmental condition of the Premises or real property.

Tenant shall defend, indemnify and hold harmless Landlord, its affiliates, officers, directors, shareholders, employees, contractors, successors and assigns from and against any and all damage, claim, liability, loss, causes of action, penalties, fines, costs or expenses (including actual attorneys and consultants' fees) which arise from any environmental contamination, pollution or condition occurring during Tenant's occupancy. This provision shall survive the expiration or other termination of this Lease.

7. The parties acknowledge that the Americans With Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA"), establish requirements under Title III of the ADA ("Title III") pertaining to business operations, accessibility and barrier removal, and that such requirements may be unclear and mayor may not apply to the Premises or Building depending on, among other things: (1) whether Tenant's business operations are deemed a "place of public accommodation" or a "commercial facility"; (2) whether compliance with such requirements is "readily achievable" or "technically infeasible"; and (3) whether a given alteration affects a "primary functions area" or triggers so-called "path of travel" requirements. The parties acknowledge and agree that Tenant has been provided an opportunity to inspect the Premises and Building to a degree sufficient to determine whether or not the Premises or Building in their conditions as of the date hereof, deviate in any manner from the ADA Accessibility Guidelines (the "ADAAG") or any other requirements under the ADA pertaining the accessibility of the Premises or Building. Tenant further acknowledges and agrees that, except as may otherwise be specifically provided below, Tenant accepts the Premises and Building in "as-is" condition and agrees that Landlord makes no representation or warranty as to whether the Premises or Building conform to the requirements of the ADAAG or any other requirements under the ADA pertaining to the accessibility of the Premises or Building. Tenant has prepared or reviewed the plans and specifications for improvements contemplated by the Lease for construction in the Premises, if any, and has independently determined that such plans and specifications are in conformance with the ADAAG and any other requirements of the ADA. Tenant further acknowledges and agrees that to the extent that Landlord has prepared, reviewed or approved any of those plans and specifications, such action shall in no event be deemed any representation or warranty that the same comply with any requirements of the ADA. Tenant shall be responsible for the cost of all Title III compliance and costs in connection with the Premises, including structural work, if any, and including any leasehold improvements or other work to be performed in the Premises under or in connection with this Lease

and shall also be responsible for the cost of any so called Title III "path of travel" requirements triggered by any construction activities or alterations in the Premises. Tenant shall be solely responsible for all other requirements under the ADA relating to Tenant or any affiliates or persons or entities related to Tenant, operations of any of them, or the Premises, including, without limitation, requirements under Title I of the ADA pertaining to Tenant's employees.

8. Should Landlord elect to re-enter, as provided in the Lease, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and relet the Premises or any portion thereof for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole but reasonable discretion may deem advisable. Upon each such reletting all rentals and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent or other amounts or charges due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable attorneys' fees brokerage fees covering the remaining Term only and of costs of such alterations and repairs; third, to the payment of rent and other charges due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals and other sums received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time hereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorneys' fees and rent as it comes due and owing, with no right to accelerate rent under any circumstance. In case suit shall be brought for recovery of possession of the Premises, for the recovery of rent or any other amounts or charges due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept and performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefore, including actual reasonable attorneys' fees mentioned in the Lease or this Rider of any particular remedy, shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.

Tenant shall and hereby does waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage. In the event Landlord commences any proceedings for nonpayment of rent or any other amounts or charges payable hereunder, Tenant shall not interpose any counterclaim of whatever nature or description in any such proceeding. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate

action brought by Tenant.

9. Landlord reserves the right, from time to time, to utilize portions of the common areas for carnival type shows, rides and entertainment, outdoor shows, displays, automobile and other produce shows, the leasing of kiosks, or such other uses which in Landlord's judgment tend to attract the public. Further, Landlord reserves the right to utilize the lighting standards and other areas in the parking lot for advertising purposes.

10. In the event of any transfer or transfers of Landlord's interest in the Premises, the Landlord and any subsequent transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, including, but not limited to, any obligation to Tenant with respect to the security deposit upon assignment of same to the transferee, but Landlord and any subsequent purchaser shall not be relieved from any continuing, uncured default that may exist at the time of transfer.

11. In no event shall Tenant's hours of business, required under Article 33 of the Lease, be less than as follows: (for the sake of clarification, Tenant may be open earlier or later at Tenant's discretion):

Monday through Thursday:	<u>9</u> a.m. to <u>10</u> p.m.
Friday:	<u>9</u> a.m. to <u>10</u> p.m.
Saturday:	<u>9</u> a.m. to <u>10</u> p.m.
Sunday:	<u>12</u> p.m. to <u>10</u> p.m.
Christmas:	Closed
Thanksgiving:	Closed
Other Holidays:	Closed

12. No payment be Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

13. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and this Lease shall become effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

14. The Shopping Center in which the Premises are located is presently known as "Hawthorne Plaza Shopping Center". Landlord hereby reserves the right at any time and from time to time, without notice to Tenant, to change the name of said Shopping Center at Landlord's sole discretion.

15. Tenant agrees to give any mortgagee(s) of the Shopping Center, by registered mail, return receipt requested, a copy of any notice of default served upon the Landlord, provided that prior to such notice, Tenant has been notified, in writing (by way of notice of Assignment of Rents and Leases, or

otherwise), of the address of such mortgagee(s). Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagee(s) shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days any mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary, to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

16. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, personal representatives, executors, administrators, successors, and assigns of the said parties; and if there shall be more than one person or party constituting, the Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in the Lease and/or this Rider.

17. Except as otherwise provided in the Lease, Tenant acknowledges that no representation, warranty or assurance has been given by Landlord or any agent of Landlord that any other party or parties or any specific party or parties will be tenants in the Shopping Center now or at any other time.

18. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord or Tenant, Tenant's use of or occupancy of the Premises or any claim of injury or damage and any emergency statutory or any other statutory remedy. If Landlord commences any summary proceeding for nonpayment of rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

19. All understandings and agreements, oral or written, heretofore made between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreement between Landlord and Tenant and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon Landlord unless in writing signed by Landlord.

20. Time is of the essence of this Lease and of all provisions hereof.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, Landlord and Tenant have signed this Rider as of the day and year first above written in this Lease.

WITNESSES:

\_\_\_\_\_

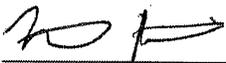
**LANDLORD**

Rochester-Wabash, LLC,  
a Michigan limited liability company

BY:   
**Ralph Faranso**  
Its: Member

**TENANT:**

Churchills of Rochester Hills, LLC  
a Michigan limited liability company

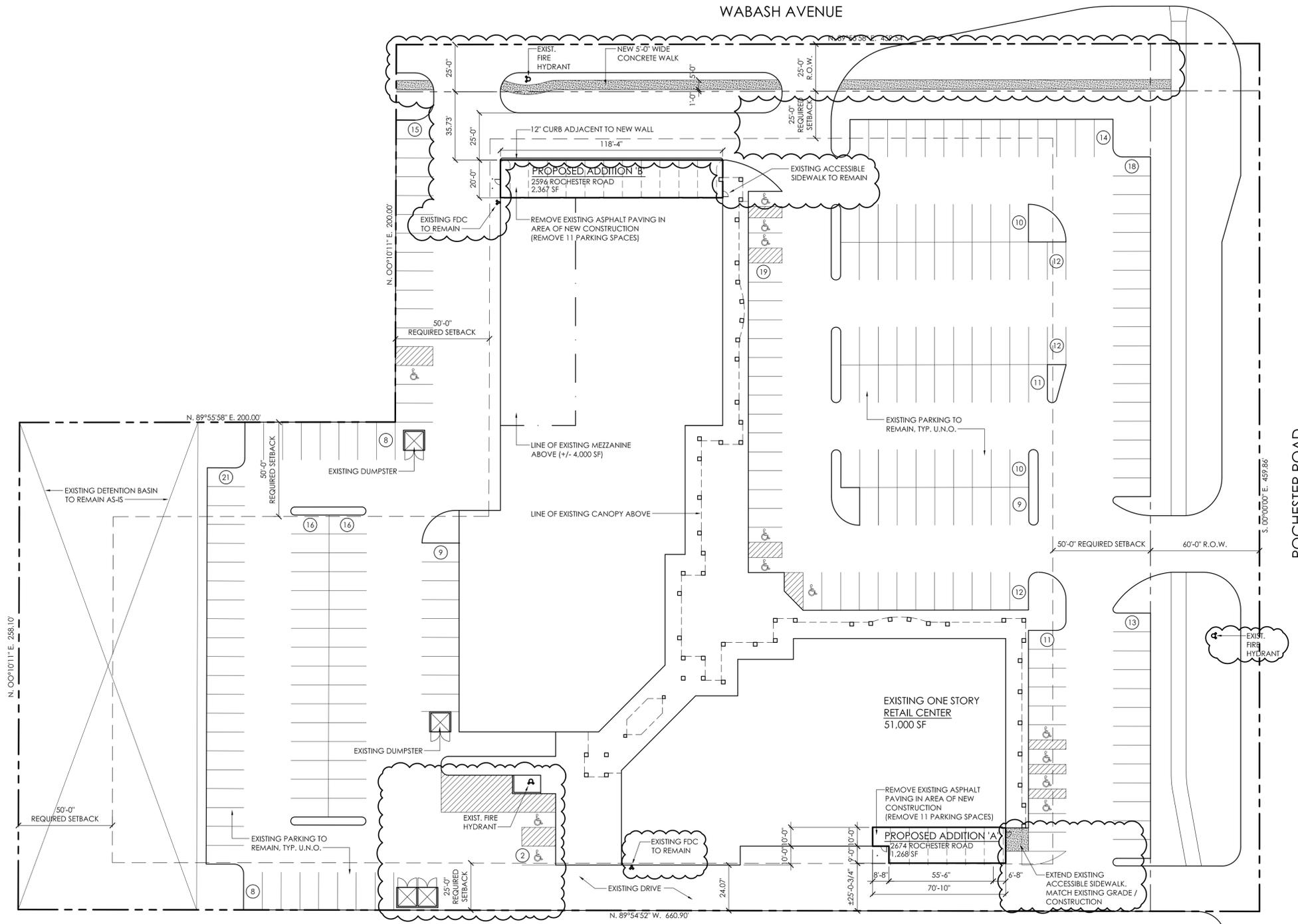
  
Kevin Barbieri

BY:   
**Mazin Samona**  
Its: Member

**Section B(ii). – Proposed Site Plan**

Please see the following attachment:

WABASH AVENUE



GENERAL NOTES:

1. SITE INFORMATION TAKEN FROM A CLIENT PROVIDED ALTA SURVEY BY:  
THOMAS M. SMITH P.S.  
7559 OLDE STURBRIDGE TRAIL  
CLARKSTON, MI 48348  
(248) 625-3276  
PROJECT NO. 11-156  
DATED 11-22-11
2. CURRENT SITE ZONING: B-2 "GENERAL BUSINESS"
3. REQUIRED SETBACKS:  
FRONT 50'  
SIDE 25'  
REAR 50'

SITE AND BUILDING DATA:

BUILDING AREA

EXISTING BUILDING	51,000 SF
EXISTING MEZZANINE	4,000 SF
PROPOSED ADDITION 'A'	1,268 SF
PROPOSED ADDITION 'B'	2,367 SF
TOTAL PROPOSED	58,635 SF

PARKING REQUIRED:  
58,635 SF / 300 SF PER SPACE = 196 SPACES

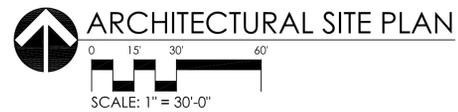
PARKING PROVIDED:

EXISTING PARKING	270 SPACES
SPACES LOST	18 SPACES
TOTAL PARKING PROVIDED	246 SPACES

(TWELVE (12) OF THESE SPACES ARE ACCESSIBLE)

FIRE DEPARTMENT NOTES:

1. FIRE LANES SHALL BE DESIGNATED BY THE FIRE CODE OFFICIAL, AND SHALL BE CONSPICUOUSLY POSTED ON BOTH SIDES OF THE FIRE LANE, WITH FIRE LANE SIGNS, SPACED NOT MORE THAN 100 FEET APART. FIRE LANE SIGNS SHALL READ "NO STOPPING, STANDING, PARKING, FIRE LANE", AND SHALL CONFORM TO THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. (FIRE PREVENTION ORDINANCE CHAPTER 58, SEC. 503)
2. CONSTRUCTION SITES SHALL BE SAFEGUARDED IN ACCORDANCE WITH IFC 2006 CHAPTER 14.
3. OPEN BURNING IS NOT PERMITTED INCLUDING THE BURNING OF TRASH, DEBRIS, OR LAND CLEARING MATERIALS. OPEN BURNING FOR WARMING OF SAND AND/OR WATER FOR THE PREPARATION OF MORTAR SHALL BE WITHIN THE CITY OF ROCHESTER HILLS BURN PERMIT GUIDELINES. (FIRE PREVENTION ORDINANCE CHAPTER 58, SEC. 307.6.2 & 307.6.2.3)



**SQUIRES**  
ARCHITECTURAL  
GROUP, PLLC

223 West Grand River Avenue  
Suite 2  
Howell, MI 48843  
517-518-8843 voice  
517-518-8956 facsimile

CONSULTANT:

PROFESSIONAL SEAL:

PROPRIETOR:  
ROCHESTER WABASH  
PROJECT:  
PROPOSED EXPANSION FOR: HAWTHORNE PLAZA  
2596-2674 ROCHESTER ROAD  
ROCHESTER HILLS, MICHIGAN

ISSUE	DATE
PERMITS	03/06/13
REVISED	05/20/13
REVISED	12/10/13

PROJECT NUMBER: 12-006  
SHEET TITLE:  
ARCH.  
SITE PLAN

SHEET NUMBER:  
AS-101

**Section B(iii). – Proposed Floor Plan**

Please see the following attachment:

Project:

# Churchill's Cigar Bar

2596 S Rochester Road  
Rochester Hills, MI 48307

Designed J. G.

Drawn L. A.

Approved S. S.

Scale AS NOTED

Notes

All drawings and written material appearing herein constitute original and unpublished work of Gumma Group and may not be duplicated, used or disclosed without the written consent of Gumma Group.

Do not scale drawings. Use given dimensions only. If not shown, verify correct dimensions with Gumma Group. Contractor shall check and verify all dimensions and conditions at job site.

Project No. 28-44

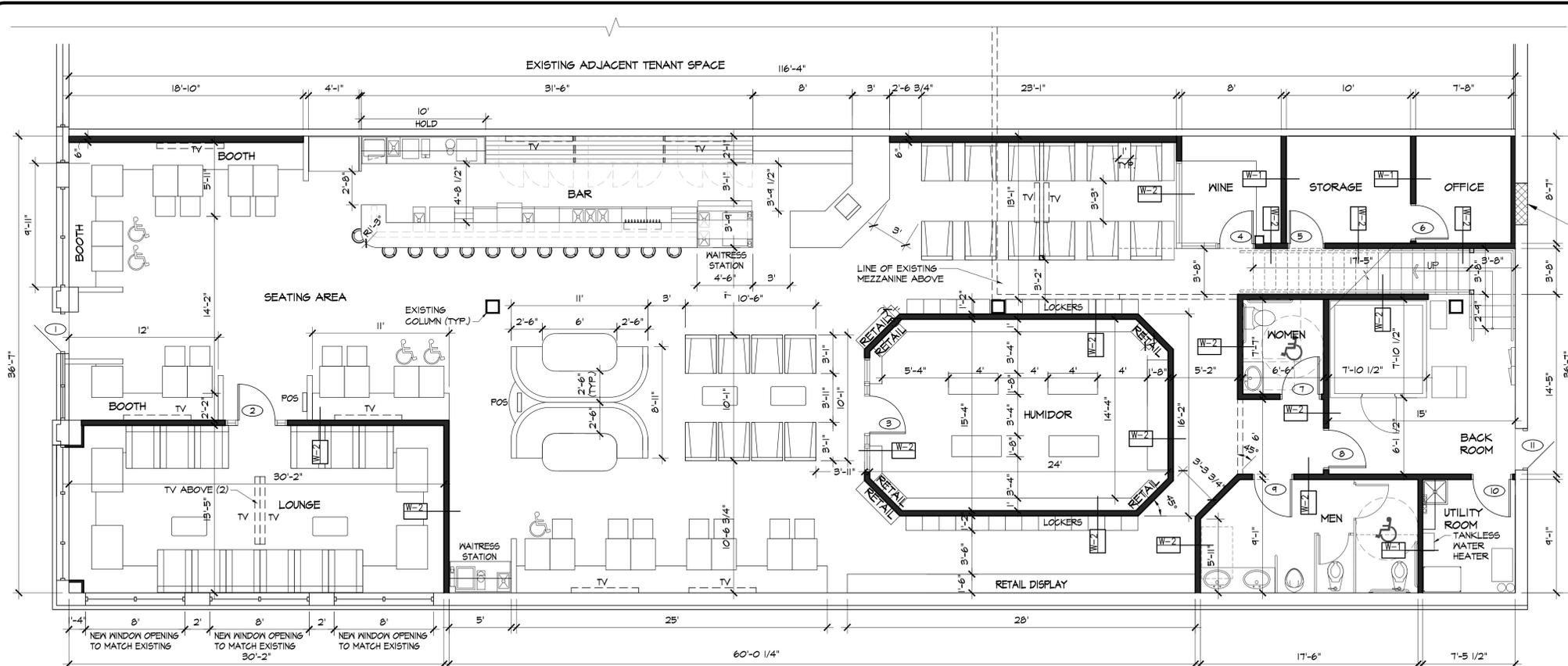
Issued

Owner's Review 10/24/23  
Bids & Permits 04/30/24

Sheet Title and Number

## Proposed Floor Plan, Mezzanine Plan

A-2



**LEGEND**

- EXISTING WALL CONSTRUCTION TO REMAIN.
- NEW INTERIOR PARTITION (W-1):  
(1) ONE LAYER OF 5/8" GYPSUM BOARD ON BOTH SIDES OF 3 5/8" (20 GAUGE) METAL STUDS @ 16" O.C. TO UNDERSIDE OF ROOF DECK. (BRACE AS REQUIRED). SEE DETAIL W-1 ON THIS SHEET.
- NEW INTERIOR PARTITION (W-2):  
(1) ONE LAYER OF 5/8" GYPSUM BOARD ON BOTH SIDES OF 3 5/8" (20 GAUGE) METAL STUDS @ 16" O.C. TO UNDERSIDE OF ROOF DECK. (BRACE AS REQUIRED). SEE DETAIL W-2 ON THIS SHEET.

**METAL STUD SCHEDULE**

GA	MIL	TYPE	MAX LIMITING HT AND NOTES			
			COMPOSITE WALL:		NON-COMPOSITE WALL:	
			GYP BD FULL HEIGHT ON BOTH SIDES (A)		GYP BD 6" ABOVE ACT OR FULL HEIGHT ON ONE SIDE (A)	
			16" OC	24" OC	16" OC	24" OC
25	15	9(B)	13'-4"	11'-8"	9'-3"	8'-1"
	20	19	14'-4"	12'-6"	10'-1"	8'-10"
	20	30	14'-9"	12'-11"	11'-10"	10'-4"
2 1/2	25	15	9(B)	15'-6"	13'-7"	12'-4"
	20	19	9(B)	16'-4"	14'-8"	13'-7"
	20	30	9(B)	16'-6"	16'-2"	15'-4"
3 3/8	20	33	9(B)	19'-2"	16'-9"	16'-3"
	18	43	9(C)	19'-1"	16'-8"	--
	16	54	9(C)	20'-6"	17'-11"	--
6	14	68	9(C)	21'-11"	19'-2"	--
	25	15	9(B)	21'-11"	19'-2"	--
	20	19	9(B)	24'-0"	21'-0"	--
6	20	30	9(B)	26'-5"	23'-1"	23'-8"
	20	33	9(B)	27'-4"	23'-10"	24'-11"
	18	43	9(C)	28'-4"	24'-9"	--
6	16	54	9(C)	30'-5"	26'-7"	--
	14	68	9(C)	32'-7"	28'-6"	--

**NOTE:**  
HUMIDOR CONSTRUCTION: (WALL AND CEILING)  
(1) LAYER OF 5/8" GYPSUM BOARD (GREEN BOARD) ON 2"x4" (20 GAUGE) METAL STUDS AT 16" O.C. BRACE AS REQUIRED. FILL CAVITY WITH SOUND INSULATION. FINISH INTERIOR SURFACES WITH A CLASS "C" (MINIMUM FLAME SPREAD AND SMOKE -DEVELOPED INDEX) RATED MATERIAL (WESTERN RED CEDAR OR EQUAL).

**NOTE:**  
INSTALL GREEN BOARD GYPSUM BOARD IN HUMIDOR ROOM.

**NOTE:**  
INTERIOR FLOOR AND WALL FINISHES ARE TO BE SELECTED AND INSTALLED BY TENANT (TYP.) ALL CORRIDORS WILL REQUIRE A CLASS "B" INTERIOR WALL AND CEILING FINISH. ALL ROOMS AND ENCLOSED SPACES WILL REQUIRE A CLASS "C" INTERIOR WALL AND CEILING FINISH.  
CLASS B: FLAME SPREAD INDEX 26-75; SMOKE DEVELOPED INDEX 0-450  
CLASS C: FLAME SPREAD INDEX 76-200; SMOKE DEVELOPED INDEX 0-450  
IN ALL AREAS FLOOR COVERING MATERIALS SHALL COMPLY WITH THE DOG FF-1 "PILL TEST"

**PROPOSED FLOOR PLAN**  
SCALE: 3/16" = 1'-0"

**NOTE:**  
FLOOR AND WALL FINISHES ARE TO BE SELECTED AND INSTALLED BY OWNER / TENANT (TYP.)

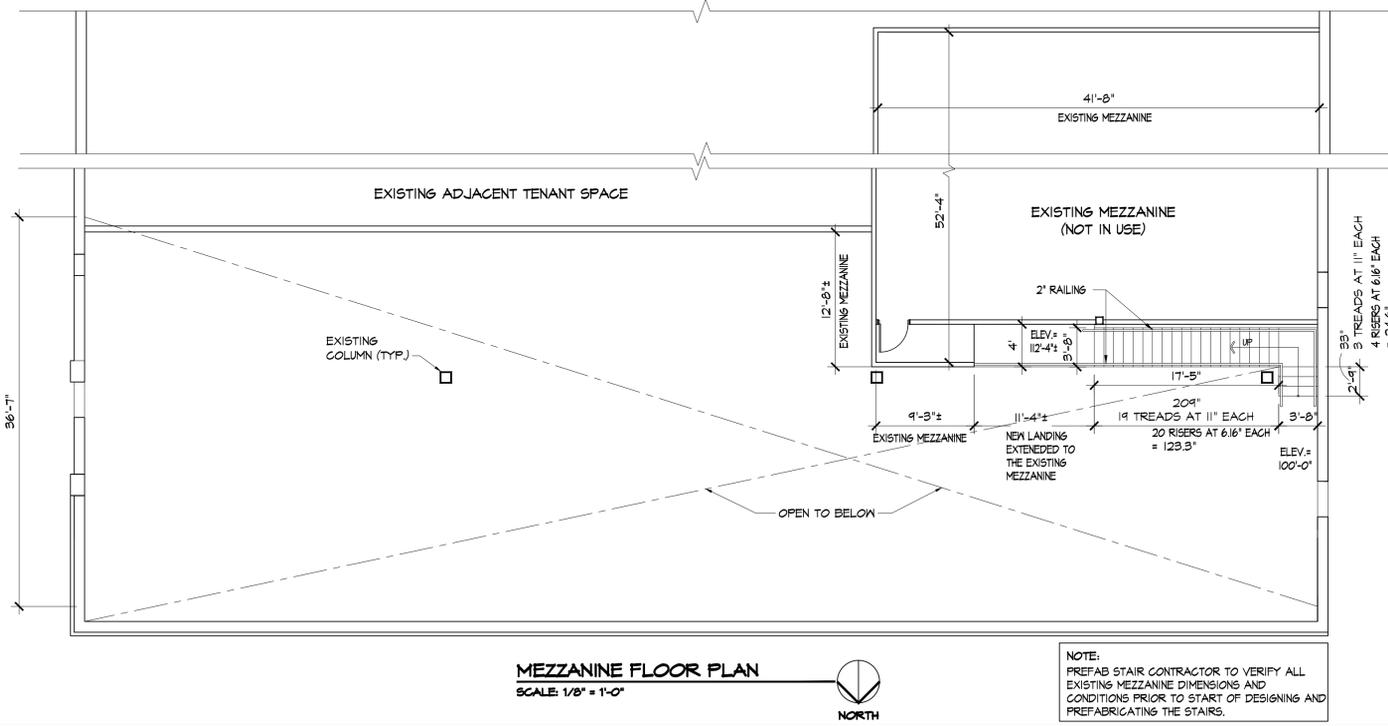
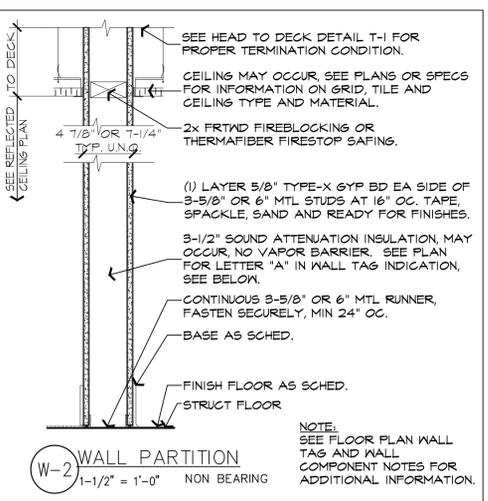
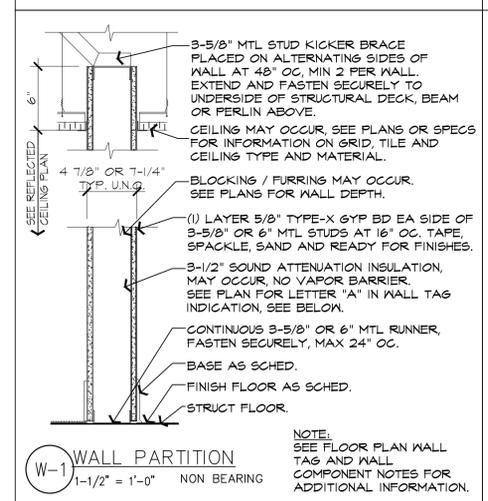
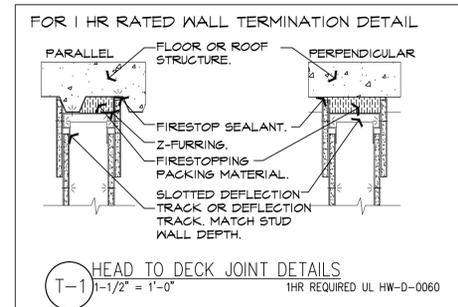
**NOTE:**  
PROVIDE TEMPERED GLASS AS REQUIRED BY 2015 MICHIGAN BUILDING CODE, SECTION 2406.4.2

**NOTE:**  
FLOOR AND WALL FINISHES ARE TO BE SELECTED AND INSTALLED BY OWNER (TYP.)

**NOTE:**  
FOR EQUIPMENT LIST, SEE FOOD SERVICE EQUIPMENT PLAN BY OTHERS.

**NOTE:**  
CONTRACTOR TO VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION.

**NOTE:**  
FOR BARRIER FREE DESIGN TOILET ROOM INFORMATION SEE DETAILS 1, 2, 3 AND 4 ON SHEET A-5.



# **Section C**

*Including:*

- Proposed Business Plan – C(i).
- Affiliate Store Categorized Sales Figures – C(ii).
- Projected Categorized Sales Figures – C(iii).
- Copy of Sample Menu – C(iv).

**Section C(i). – Proposed Business Plan**

Please see the following attachment:

# **BUSINESS AND OPERATIONS PLAN**

What follows is the Churchills of Rochester Hills, LLC (“Churchills” or “company”) submitted Business and Operations Plan. Below are details on the business operations which the company is intending to use for its proposed location, as well as background on the ownership group of Mr. Mazin Samona and Mr. Nash Zaitouna.

**I. PROPOSED BUSINESS OPERATIONS**

Churchills of Rochester, LLC is a venture which intends to own and operate a retail establishment facility as defined in the Rochester Hills Code of Ordinance. The proposed establishment would be a Cigar Lounge. Primarily, the business would carry a wide selection of cigars which would be available for purchase on the premises. Upon purchasing one or more cigars, customers would be able to use the products on the premises within the establishment’s building should they choose to do so. Along with the cigars themselves, items and products for smoking cigars (e.g. cigar cutters, matches, etc.) would be available for purchase as well. Additionally, the business is proposing to have an accessory bar and corresponding liquor license. Customers would be able to order spirits, beer, and wine for consumption on the premises. Furthermore, the customers would also be able to order coffee, and various other non-alcoholic beverages, too. The company does not intend on having a full kitchen; if possible, the company would serve pre-packaged food, and follow through with all local and State regulations and requirements. The proposed location of the establishment is 2596 S Rochester Road and would be commercially zoned.

**II. CURRENT OWNERSHIP STRUCTURE & PERCENTAGE OF OWNERSHIP**

The ownership structure of our proposed facility, including the percentage of ownership by each person is as follows:

<b><u>Current Ownership Structure and Percentage of Ownership</u></b>	
<b><u>Name of Owner</u></b>	<b><u>Percentage of Ownership</u></b>
<u>Mazin Samona</u> <u>Manager</u>	<u>50.00%</u>

<u>Nashwan Zaitouna</u> <u>Member</u>	<u>50.00%</u>
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### **DESCRIPTION OF CURRENT BUSINESS OWNERSHIP**

<p><b>Mr. Mazin Samona</b></p> <p>Short Bio: Mr. Samona is currently the co-owner of the Churchill's Cigar Lounge establishments in Birmingham and West Bloomfield. Additionally, Mr. Samona has a long-standing history in the business sector. He been the Chief Executive Officer, co-owner, and a co-founder of Wild Bill's Tobacco, formerly Smoker's Outlet, since the opening of its first store in 1994. The business has now expanded to over 200 locations. Mr. Samona has been an officer of JML Wholesale, Inc. since August 2010. Mr. Samona has been an officer of Smokers Outlet Management since July 2002. Since 1995, Mr. Samona has served as the Director of Retail Development and expansion for Smokers Outlet Management. He has over 30 years of experience in regulated business retail industries.</p>	<p>Manager</p> <p>Ownership Interest: 50.00%</p>
<p><b>Mr. Nashwan Zaitouna</b></p> <p>Short Bio: Mr. Zaitouna has a wealth of experience working in the Cigar Lounge business. Currently, he is the co-owner of three Churchill's Cigar Lounge locations in Birmingham, Gross Pointe, and West Bloomfield. Mr. Zaitouna is directly involved with the operations, accounting, business strategy, and management of three affiliate locations. His knowledge of the Churchill's brand and its standards, as well as the Cigar Lounge industry as a whole, are extremely valuable to the Rochester Hills location.</p>	<p>Member</p> <p>Ownership Interest: 50.00%</p>

**Section C(ii). –Affiliate Stores Categorized Sales Figures**

Please see the following figures for the Churchill's – West Bloomfield:

**2023 Revenue (Churchill's – West Bloomfield)**

Premium Cigars: \$1,075,000.78 (67.10%)

Liquor: \$284,569.31 (17.76%)

Lighters, Humidor Accessories: \$131, 316.30 (8.20%)

Beer and Wine: \$77,312.57 (4.82%)

Wholesale: \$31,261.60 (1.95%)

Exempt Services: \$2,700.00 (0.17%)

Total Revenue: \$1,602,161.25

Taxes Collected: \$94,091.00

**Section C(iii). – Projected Categorized Sales Figures**

Please see the following attachment:

**Projected Revenue (Churchill's – Rochester Hills)**

Premium Cigars: \$975,000 (57.76%)

Lighters, Humidor Accessories: \$135,000 (8.00%)

Private Lockers: \$86,000 (5.10%)

Liquor: \$285,000 (16.88%)

Beer and Wine: \$75,000 (4.44%)

Coffee: \$14,000 (0.83%)

N/A Beverages: \$33,000 (1.95%)

Prepackaged Food: \$85,000 (5.03%)

Total Revenue: 1,688,000.00

Tax Collected: \$99,000.00

**Section C(iv). – Copy of Sample Menu**

Please see the following attachment:

# LUNCH & DINNER



## Appetizers

### JUMBO LUMP CRAB CAKE 24

Maryland blue crab, capers, citrus  
beurre blanc, aioli sauce

### BUFFALO SHRIMP 18

Lightly fried, spicy buffalo sauce, bleu  
cheese cole slaw

### CHEESE & CHARCUTERIE 26

An array of gourmet cheeses, cured  
meats, crackers, honey balsamic  
strawberries, mixed olives

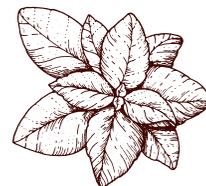
### SHRIMP COCKTAIL

4PCS. 22 | ADDITIONAL 6

Colossal chilled shrimp, cocktail sauce

### STEAK BITES\* 23

Seasoned beef tenderloin tips,  
caramelized onion, arugula,  
Churchill's zip sauce



## Salads

### CAESAR

13 | SIDE 8

Romaine lettuce, croutons, parmesan reggiano, caesar dressing

### CHOPPED

13 | SIDE 8

Iceberg lettuce, tomatoes, bacon, crumbled egg, cucumber, red  
onions, bleu cheese dressing

### DAVIDOFF

13 | SIDE 8

Field greens, goat cheese, roasted beets, toasted almonds, red  
onions, carrots, citrus vinaigrette

### SEAFOOD COBB 28

Romaine lettuce tossed with lemon lime vinaigrette, topped with  
baby shrimp, Maryland crab, lobster, chopped bacon, tomato,  
red onion and cucumber.

## Sandwiches

All sandwiches are served with a choice of sweet potato fries or potato wedges.

### BLACKENED SALMON CLUB 22

Bacon, arugula, tomato, capers, garlic aioli. Served on a  
hoagie roll

### MEATBALL SANDWICH 20

Meatballs, arrabiata sauce, mozzarella, provolone, served on a  
hoagie roll

## Add

COLOSSAL SHRIMP (3PC) 16

SALMON 13

CHICKEN 9

FRIED ROCK SHRIMP 15

BEEF TENDERLOIN TIPS\* 14

ITALIAN MEATBALLS (2) 12

TUNA\* 16

## Desserts

### APPLE PIE

Caramel sauce, Vanilla ice cream

### KEY LIME PIE

Caramel sauce, whipped cream

### CRÈME BRÛLÉE

Vanilla bean, fresh berries

\*Extra dressing, sauces and additional items subject to charge.

\*Ask your server about menu items that are cooked to order or served raw. Consuming raw or  
undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of food borne illness

Parties of 5 or more are subject to a single check, and an added 20% gratuity.